

INVITATION FOR SEALED BIDS

The City of Belmont invites sealed bids for public project construction described as: **SHOREWAY SEWER REPLACEMENT PROJECT, CITY CONTRACT NO. 2018-565**. The public project construction is more specifically defined in the Contract Documents, but generally includes the following items of work: Construction of new sewer mains, manholes and appurtenances, abandonment of existing sewer infrastructure, and other items as identified in the Contract Documents (the “Work”)

1. **PRE-BID CONFERENCE:** A **NON-MANDATORY** pre-bid conference is scheduled for 10:30 a.m., May, 17, 2018, at 1 Twin Pines Lane, Suite 360, Belmont, California.

All Bidders are urged to attend so that their bid is not rejected due to lack of adequate documentation. Any statements made at the pre-bid conference do not constitute changes in the Contract Documents. Amendments to the Contract Documents can only be accomplished by means of addenda issued by the Director of Public Works or his designee (“Engineer”).

2. **BID SUBMITTAL, WITHDRAWAL, IRREVOCABILITY:** Bids must be submitted on the bid forms supplied by the City. **SEALED BIDS** must be received at the City of Belmont, City Clerk’s Office, 1 Twin Pines Lane, Suite 375 Belmont, CA 94002 (hereinafter the City) by June 8, 2018, at 2:00 PM local time (“Bid Deadline”), at which time and place the bids will be publicly opened. Bids received after the bid deadline will not be accepted. It is the bidder’s responsibility to ensure that its bid package is duly delivered. Bidders are solely responsible for the cost of preparing their bids. No bidder may withdraw its bid for a period 60 days after the date set for bid opening, except as provided in Public Contract Code Section 5101 *et seq.*
3. **ENGINEER’S ESTIMATE:** The Engineer’s estimated total construction cost for this Contract is \$1,898,390. This estimate is intended to serve merely as a guideline of the magnitude of work. Neither the bidders nor the contractor shall be entitled to claims because of any inaccuracy in the estimated cost range.
4. **CONTRACT TIME; LIQUIDATED DAMAGES:** The construction Work is to be completed within a total of one hundred (100) working days after the date specified in the City’s Notice to Proceed. The City will assess liquidated damages in the amount of \$2,000 for each and every working day of delay in finishing the work in excess of the contract time.
5. **REQUIRED CONTRACTOR’S LICENSE(S):** Under Business & Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for the performance of the work contemplated by the Project. Failure to possess the specified license(s) at the time of bidding will render the bid non-responsive. Contractors must possess a valid California class A contractor’s license for this contract. Firms bidding as a joint venture must secure a joint venture license before award of this contract.
6. **DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION REQUIRED:** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations under Labor Code section 1725.5 or submitting a bid as part of a joint venture authorized by Business and

City of Belmont Contract Documents

Project: SHOREWAY SEWER REPLACEMENT PROJECT

City Contract Number 2018-565

Professions Code Section 7029.1 or by Public Contract Code Section 10164 and 20103.5, provided the contractor is registered to perform public work under Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for the project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations under Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. **CONTRACT DOCUMENTS:** Bidders may obtain the bidding documents including Plans and Specifications, at Belmont City Hall, Department of Public Works, One Twin Pines Lane, Suite 385, Belmont, CA for a non-refundable charge of \$30 payable to City of Belmont. Add an additional \$10 for postage if bid package is to be mailed. Plans are also available on line at ebidboard.com and at Peninsula Builders Exchange. Sewer inspection videos/observation files of the existing sewers are available for viewing upon request at the Public Works office.
8. **BONDS AND INSURANCE:** Bid security in the amount of ten percent (10%) of the Bid Amount must accompany the Bid in accordance with Public Contract Code Section 20170. After award of the contract, the successful bidder must provide security for faithful performance and labor and materials (payment bond) as well as proof of insurance, in accordance with the requirements set forth in the Contract Documents. Bonds must be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance.
9. **SECURITIES SUBSTITUTION:** At the request and expense of the Contractor to whom the Contract is awarded, securities in a form approved by the City will be permitted in substitution for money withheld by the City to ensure performance under the Contract, as provided in Public Contract Code Section 22300.
10. **PREVAILING WAGE:** This project is a public work under Labor Code Section 1770, *et seq.*, and the successful bidder will be required to comply with certain labor standards and employment requirements including payment of the prevailing wage rates in effect on the date this Invitation for Sealed Bids was first published. Copies of the prevailing wage rates can be viewed at: <http://www.dir.ca.gov/DLSR/PWD/> and are on file with the Engineer at the address identified below, and shall be made available to any interested party upon request.
11. **SHORING AND BRACING:** If the construction involves trenches or open excavations, which are five feet or deeper, each bid submitted in response to this Invitation for Sealed Bids must contain, as a bid item adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which shall conform to applicable safety orders, as required by Labor Code Section 6707.
12. **WAIVER OF IRREGULARITIES:** The City reserves the right, in its sole discretion, to reject any or all Bids, to waive minor irregularities or defects in bidding and to reject nonconforming, nonresponsive or conditional bids.
13. **INQUIRIES:** If any bidder has questions regarding this Project, contact the Engineer: Brian Dong, Associate Civil Engineer, One Twin Pines Lane, Suite 385, Belmont, CA 94002, Phone: (650) 595-7463, Fax: (650) 637-2985, bdong@belmont.gov. Any questions addressing the interpretation or clarification of the Contract Documents shall be in writing.

INSTRUCTIONS TO BIDDERS

1. OBTAINING COPIES OF CONTRACT DOCUMENTS

- 1.1. Bidders may obtain complete sets of the Contract Documents, at the location designated in the Invitation For Sealed Bids, for the purchase sum stated therein.
- 1.2. Each bidder shall use a complete set of Contract Documents in preparing its bid.
- 1.3. The Contract Documents are more particularly defined in the Construction Agreement.
- 1.4. The City makes copies of the Contract Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Contract Documents.

2. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

- 2.1. Bidder must, before submitting its Bid, carefully study and compare the components of the Contract Documents and must examine the Project Site, the conditions under which the Work is to be performed, and the local conditions.
- 2.2. In the event Bidder has any question as to the meaning of any part of the Contract Documents, or Bidder finds any error, omission, inconsistency, or ambiguity in the Contract Documents, Bidder must make a written Request for Clarification before submitting its Bid. Requests for clarification or interpretation of the Contract Documents must be addressed only to the Engineer. It is the Bidder's responsibility to ensure that any such request is submitted to the City in a timely manner, in order to allow the City to issue a written Addenda.
- 2.3. If necessary, the City will make clarifications, interpretations, corrections, and changes to the Contract Documents by Addenda issued as provided in Section 4 of these Instructions to Bidders, below.
- 2.4. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner are not binding on the City, and Bidders may not rely upon them.
- 2.5. The plans and specifications, including drawing, plans, maps, diagrams and other graphic representations of the project, show conditions as they are believed by City to exist on the site, but the conditions shown do not constitute a representation by City that they actually exist. Utilities (underground or above-ground), buildings, structures and other improvements may be within or adjacent to the project site. These may or may not be included in the project's plans and specifications.

City of Belmont Contract Documents

Project: SHOREWAY SEWER REPLACEMENT PROJECT

City Contract Number 2018-565

- 2.6. Submission of a bid shall constitute a representation by bidder that they have visited and examined the project site, and examined the plans and specifications. Bidder is relying on their own examination and knowledge of the site and plans in making their bid and not on any representation by City. No claim for additional compensation shall be allowed that is based upon a failure to examine or lack of knowledge of, the work site or contract documents.

3. PREFERENCE FOR MATERIALS

- 3.1. In accordance with Public Contract Code Section 3400, except as otherwise specified on the Invitation for Sealed Bids, the City will not limit the bidding, directly or indirectly, to any one specific concern. Whenever any particular material (including product, thing, equipment, or service) is indicated in the Contract Documents by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference.
- 3.2. Unless a successful bidder (the Contractor) submits a request for substitution of "equal" materials in accordance with the requirements of the Contract Documents, and unless the City approves the substitution in accordance with the requirements of the Contract Documents, the Contractor shall furnish and install the specified material for the Bid Amount and within the Contract Time.

4. ADDENDA

- 4.1. Addenda will only be issued in writing. The City will make reasonable efforts to deliver (via facsimile or U.S. Mail) Addenda to all Bidders who are known by the City to have received a complete set of Contract Documents and who have provided a delivery address for receipt of Addenda.
- 4.2. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. City makes no guarantee that all Bidders will receive all the Addenda. Copies of Addenda will be made available for inspection at the office where Contract Documents are on file for inspection, as indicated on the Invitation for Sealed Bids.
- 4.3. Addenda withdrawing the Invitation for Sealed Bids or postponing the Bid Deadline may be issued any time before the Bid Deadline. However, if any Addenda results in a material change (addition or deletion) to the Contract Documents, the Bid Deadline will be extended by the City by not less than 72 hours, as provided in Public Contract Code Section 4104.5.
- 4.4. Each Bidder must acknowledge receipt of all Addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the bid non-responsive.

5. FILLING IN BID FORMS BY BIDDERS

- 5.1. All bids must be prepared on the forms provided by the City and submitted in accordance with these Instructions to Bidders. The documents required to be submitted in the bid package are as follows:

City of Belmont Contract Documents

Project: SHOREWAY SEWER REPLACEMENT PROJECT

City Contract Number 2018-565

- 5.1.1. Bid
- 5.1.2. Equal Employment Opportunity Certification (Federal funded projects only)
- 5.1.3. Bidder's Non-collusion Affidavit
- 5.1.4. Debarment and Suspension Certification
- 5.1.5. Bidder's Security
- 5.1.6. Bidder's Statement of Responsibility
- 5.1.7. Any other information required by the Invitation For Sealed Bids
- 5.2. All blanks on the Bid Forms shall be filled in by typeface or printed legibly in ink.
- 5.3. Interlineations, alterations, and erasures must all be individually initialed by the Bidder.
- 5.4. Bidder shall acknowledge receipt of all Addenda on the Bid.
- 5.5. Bidder shall not modify or qualify the Bid Forms in any manner.
- 5.6. The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document must warrant that they are authorized to bind the legal entity of the Bidder.
- 5.7. Qualifying Experience for shored excavations in Bay Mud material.

6. DESIGNATION OF SUBCONTRACTORS

- 6.1. The Bidder must comply with the Subletting and Subcontracting Fair Practices Act as set forth in Public Contract Code Section 4100 *et seq.* (hereinafter referred to as the "Subcontracting Act"). Any reference in these Contract Documents to the requirements of the Subcontracting Act are for the Bidder's reference, and do not limit the Bidder's or Contractor's obligations under law.
- 6.2. No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 or submitting a bid as part of a joint venture authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 and 20103.5, provided the contractor is registered to perform public work under Section 1725.5 at the time the contract is awarded.
- 6.3. The Bidder must list, in the Bid:
 - 6.3.1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work for this Project, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the Work or improvements according to detailed drawings contained in the plans and specifications, in an amount in excess of the minimum threshold of the Subcontracting Act. Generally, the minimum threshold is one-half of one percent (0.5%) of Bidder's Bid Amount; however, if the contract is for the construction of streets (including highways or bridges), the minimum threshold is the greater of: (a) one-half of one percent (0.5%) of Bidder's Bid Amount, or (b) ten thousand dollars (\$10,000).

City of Belmont Contract Documents

Project: SHOREWAY SEWER REPLACEMENT PROJECT

City Contract Number 2018-565

- 6.3.2. The portion of the Work which will be done by each subcontractor described in Instructions To Bidders subsection 6.3.1.
- 6.4. The Bidder must list only one subcontractor for each portion of the Work as is defined by the Bidder in the Bid.
- 6.5. The Bidder must not list any subcontractor who is ineligible under Labor Code Sections 1777.1 and 1777.2, and Public Contract Code Section 6109.
- 6.6. The Bidder is subject to the penalties set forth in the Subcontracting Act if the Bidder lists in its Bid another contractor who will in turn sublet portions constituting the majority of Work covered by the prime contract.
- 6.7. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of the Work, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder must perform that portion itself.
- 6.8. If, after award of the Contract, the successful Bidder (“Contractor”) subcontracts, except as provided in the Subcontracting Act, the Contractor is subject to the penalties set forth in the Subcontracting Act. If the Contractor violates any provisions of the Subcontracting Act, the Contractor violates the Contract and the City may either cancel this Contract or assess a penalty to the Contractor in accordance with the terms of the Subcontracting Act.

7. BID SECURITY

- 7.1. Each Bid shall be accompanied by Bid Security, in the amount of ten percent (10%) of the Bid Amount, as security for Bidder’s obligation to enter into a Contract with the City on the terms stated in the Bidding Documents. Bid Security shall be in one of the following forms: cash, a cashier’s check made payable to the City of Fremont, a certified check made payable to the City of Belmont, or a Bid Bond executed by an admitted surety insurer in the form contained in the Bidding Documents.
- 7.2. If a Bid Bond is submitted, and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Bid Bond. The surety issuing the Bid Bond shall meet the requirements set by California law.
- 7.3. The City reserves the right to retain the Bid Security of all bidders until the occurrence of one of the following:
 - 7.3.1. The successful Bidder has properly and timely executed and submitted all items required by Instructions To Bidders Section 13, including the Agreement.
 - 7.3.2. The time period for the City’s review of Bids as specified in Instructions To Bidders Section 9 has expired.
 - 7.3.3. The Bids have been rejected by the City.

City of Belmont Contract Documents

Project: SHOREWAY SEWER REPLACEMENT PROJECT

City Contract Number 2018-565

8. SUBMISSION OF BIDS

- 8.1. All Bid Forms (using the forms supplied by the City, as defined in Instructions to Bidders Section 5), including all documents required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope with the following address and identification on the face. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope.

(Name of Bidder)
Sealed Bid Proposal for City Contract No. 2018-565
Shoreway Sewer Replacement Project
City Of Belmont

- 8.2. Bids may be mailed or delivered by messenger. It is the Bidder's responsibility alone to ensure that the Bid is received at the place (and before the Bid Deadline) specified in the Invitation for Sealed Bids. Any Bid received after the exact time of the Bid Deadline will be returned unopened.

- 8.3. Oral, telephonic, facsimile, telegraphic, or electronically transmitted Bids are invalid and will not be accepted.

9. WITHDRAWAL OF BIDS

- 9.1. After a Bid is received by the City, the Bid may be withdrawn only by a written request signed by the Bidder. In order to cause a withdrawal of the Bid, the request must be received by the City at the place (and before the Bid Deadline) specified in the Invitation for Sealed Bids.

- 9.2. No oral request for withdrawal will be considered. No oral or written request for modification will be considered.

- 9.3. The withdrawal of a Bid shall not prejudice the right of the Bidder to submit a new Bid, provided the new Bid is submitted in accordance with these Bidding Requirements.

- 9.4. After the Bid Deadline, a bidder may not withdraw its bid for a period of at least sixty (60) calendar days following the Bid Deadline, subject to the exceptions stated in this section 9.

- 9.4.1. The sixty (60) day review period may be extended upon the written request by the Engineer, and written approval by the affected Bidders.

- 9.4.2. If a bidder is not the low monetary bidder, a bidder may make a written request (no earlier than five working days after the Bid Opening) for an early release of bid security. The Engineer is authorized to release a bidder's bid security if the Engineer determines, in his/her sole discretion, that the bid is not likely to be recommended to the Awarding Body for award (based on the dollar amount of the bid in excess of the estimated project cost, or based on the number of responsive bidders with a lower monetary bid).

- 9.5. A Bidder shall be permitted to withdraw a Bid after the Bid Deadline only if the Bidder establishes, to the satisfaction of the Engineer, all of the elements identified in Public Contract Code Section 5103, including the following:

City of Belmont Contract Documents

Project: SHOREWAY SEWER REPLACEMENT PROJECT

City Contract Number 2018-565

- 9.5.1. A clerical error was made by the Bidder in filling out the Bid; and the error was not due to error in judgment or to carelessness in inspecting the site of the Work, or in reading the plans or specifications.
- 9.5.2. The clerical error caused the Bid to be materially different than the Bidder intended the Bid to be.
- 9.5.3. The Bidder gave the City written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the Bids of the mistake, specifying in the notice in detail the nature of the mistake and how the mistake occurred.

10. BID OPENING AND REVIEW OF BIDS BY THE CITY

- 10.1. Bids submitted in accordance with the requirements of the Bidding Documents, and received on or before the Bid Deadline in accordance with the requirements of the Invitation for Sealed Bids, will be opened publicly, and the dollar amounts of each bid will be read aloud.
- 10.2. The City reserves the right to:
 - 10.2.1. reject all Bids;
 - 10.2.2. reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular; and,
 - 10.2.3. waive irregularities in a Bid, and to award the Contract to the Lowest Responsible Bidder (as determined by the City), only if the irregularities are non-material and inconsequential.

11. CITY'S DETERMINATION OF LOWEST RESPONSIBLE BIDDER

- 11.1. The term "Lowest Responsible Bidder" means the "Lowest Monetary Bidder" whose Bid is "responsive," and who is "responsible" to perform the Work required by the Contract Documents, as those terms are defined by State law, including Public Contract Code Sections 20161, *et seq.*, and 22030 *et seq.* This Section 11 summarizes the procedure by which the City will determine the "Lowest Responsible Bidder" in accordance with State law.
- 11.2. The City shall determine the "Lowest Monetary Bidder" on the basis of the Bid Amount, in accordance with the calculation criteria set forth on the Bid.
- 11.3. After the "Lowest Monetary Bidder" has been determined, the Lowest Monetary Bidder's Bid will be evaluated by the Engineer in order to determine whether or not that Bid is "responsive." The term "responsive" is defined by State law, but generally means that the Bid has been prepared and submitted in accordance with the requirements of the Bidding Requirements.
- 11.4. If the Lowest Monetary Bidder's Bid is responsive, that Bidder's qualifications will be evaluated by the Engineer to determine whether or not the Bidder is "responsible" to perform the Work required by the Contract Documents. The Engineer shall review "responsibility" of Bidders based upon the City's analysis of the information submitted on the Bidder's Statement of Responsibility (as a part of the Bid Forms) in accordance with the criteria set forth in Instructions To Bidders Section 12.

City of Belmont Contract Documents

Project: SHOREWAY SEWER REPLACEMENT PROJECT

City Contract Number 2018-565

- 11.5. If the Engineer finds that the Lowest Monetary Bidder submitted a responsive Bid, and that the Bidder is responsible, then that Bidder will be deemed the apparent "Lowest Responsible Bidder".
- 11.6. If the Engineer finds that the Lowest Monetary Bidder's Bid is not responsive, or that the Lowest Monetary Bidder is not responsible, then the Engineer may review the responsiveness and responsibility of the next Low Monetary Bidder. If the Engineer finds that the next Low Monetary Bidder is responsive and responsible, then that next Low Monetary Bidder shall be deemed the apparent "Lowest Responsible Bidder. This process may continue until the Engineer finds the Lowest Monetary Bidder which is also responsive and responsible. In the event that one or more Low Monetary Bidders are found by the Engineer to be non-responsive or non-responsible, those Bidders will be given notice and a reasonable opportunity to present additional relevant evidence to the Engineer, within five working days after the Bidder receives the notice.
- 11.7. No Bid shall be binding upon the City until after the Contract is signed by both the Contractor and the City. The City may investigate the responsibility and qualifications of all Bidders to whom the award is contemplated for a period not to exceed sixty (60) days after the Bid opening. The sixty (60) day review period may be extended upon the written request by the Engineer and written approval by the affected Bidders.
- 11.8. Bid Protest. The City will issue a Notice of Intent to Award before the actual award. Any Bid protest must be submitted in writing to the Engineer before 5:00 p.m. of the fifth (5th) calendar day following posting of a Notice of Intent to Award for Construction in the City Hall Lobby. City will use reasonable efforts to deliver by email a copy of the Notice of Intent to Award to all Bidders who submitted Bids and provided an email address no later than one working day after its issuance, although any delay or failure to do so will not extend the Bid protest deadline described above. The following conditions will apply to all protests.
- 11.8.1. The initial protest document must be in writing, contain a complete statement of the legal ground for the protest; all the relevant facts to the protest; and the form of relief requested and the legal basis for such relief.
- 11.8.2. The protest must refer to the specific portion of the document that forms the basis for the protest.
- 11.8.3. The protest must include the name, address and telephone number of the protesting party or the person representing the protesting party. If an email address is available, it should also be included.
- 11.8.4. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest.
- 11.8.5. The procedure and time limits set forth in this paragraph are mandatory and are Bidders sole and exclusive remedy in the event of Bid protest. Bidders failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest. The City will respond to any properly submitted protest within fifteen (15) calendar days and shall provide a hearing

to the protesting bidder but only if the hearing is requested by the protesting bidder in the protest. The City's decision on the protest shall be final.

12. CITY'S DETERMINATION OF RESPONSIBILITY

12.1. The term "responsible" is defined by California law, but generally means that the Bidder is able to demonstrate that it possesses: (1) the capacity to perform the Work required by the Contract Documents with respect to financial strength, resources available, and experience; and (2) the integrity and trustworthiness to complete performance of the Work in accordance with the Contract Documents. The City may consider the following factors, in relation to the Work to be performed for this Project, in determining whether or not a Bidder is "responsible":

12.1.1. Demonstrated financial strength including, but not limited to, resources available, bonding capacity, and available insurance.

12.1.2. Demonstrated safety record including, but not limited to, Experience Modification Rate.

12.1.3. Successful completion of projects of similar scope and size. In reviewing this factor, the City may consider elements including, but not limited to, contract amount of completed projects, experience on public works projects, experience implementing prevailing wage certified payroll requirements, timeliness of performance, and, if necessary, evaluation of Bidder's work by previous cities, clients, design professionals, or subcontractors.

12.1.4. Sufficiency of contract administration and construction management systems including, but not limited to, proposed scheduling tools, proposed subcontract forms, proposed progress payment applications, and proposed certification of payroll documents.

12.1.5. History of claims, litigation, and termination or disqualification from projects.

12.2. The City will make its determination of responsibility based upon information submitted by Bidders contained in the "Bidders Statement of Responsibility," included in the Bid Forms, and, if necessary, interviews with previous cities, clients, design professionals, or subcontractors with whom the Bidder has worked. If a non-responsive or non-responsible Bidder submits additional evidence pursuant to Instructions To Bidders Section 11, then that additional evidence shall be considered by the Engineer in making a determination of the Lowest Responsible Bidder.

13. AWARD OF CONTRACT

After the determination as to which Bidder is the Lowest Responsible Bidder, the City will issue a Notice of Award to the Lowest Responsible Bidder. No contractor or subcontractor may be awarded a contract for the project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations under Labor Code section 1725.5. Within seven (7) calendar days after receipt of the Notice of Award, Bidder shall submit to the City all of the following properly signed items:

13.1.1. Two originals of the Agreement signed by Bidder.

13.1.2. Documentation of authority of individual or individuals to sign the Agreement on behalf of Bidder.

13.1.3. The Improvement Security required by Agreement Section 13.

City of Belmont Contract Documents

Project: SHOREWAY SEWER REPLACEMENT PROJECT

City Contract Number 2018-565

13.1.4. Proof of Insurance required by Agreement Section 14.

13.1.5. Documentation of payment of City of Belmont business tax as provided in Agreement Section 12.

13.1.6. Copy of Contractor's State Contractor's License.

13.1.7. Identification of Contractor's Authorized Representative required by Agreement Section 6.

13.1.8. For joint ventures, proof of Department of Industrial Relations Registration for the Contractor and each subcontractor.

14. FORFEITURE OF BID SECURITY

In the event that Bidder does not properly and timely execute and submit the items set forth in subsection 13.1, above, the Bid Security shall be forfeited to the City and the City may award the Contract to next Lowest Responsible Bidder. The forfeited Bid Security may be utilized by the City in accordance with Public Contract Code Sections 20170 through 20174.

BID

BID TO: Belmont City Clerk
One Twin Pines Lane
Belmont, California 94002

BID FROM: _____
Insert Full Legal Name of Bidder (Firm Submitting Bid)

NOTE: All portions of these Bid Forms (including the Bid, Bidder’s Non-Collusion Affidavit, Bidder’s Statement of Responsibility, and Bid Bond or alternative bidder’s security) must be properly completed, signed, and submitted with the Bid. Failure to do so may result in the Bid being deemed non-responsive by the City.

1. **SCOPE OF BID.** Bidder hereby offers to furnish for the above referenced Project all labor (including supervision), materials and equipment (whether or not permanent or temporary, and whether or not actually incorporated into the Work), utilities (including water, sanitary facilities, electricity, fuel, light, heat, and telephone), tools, transportation, and services necessary to complete the Work on this Project in accordance with the Contract Documents and to complete all requirements of the Contract Documents for the amounts quoted in this Bid (including the costs of any and all applicable taxes, patent rights, royalties, licenses, and permits), as modified pursuant to the terms of the Contract Documents. Bidder will not withdraw its Bid for at least sixty (60) calendar days after the Bid Deadline, unless otherwise extended by the written agreement of the City and Bidder. If Bidder is selected as the Lowest Responsible Bidder, Bidder shall, within seven (7) calendar days after receipt of Notice of Award, sign and deliver to the City all documents identified in Section 13 of the Instructions to Bidders (including the Agreement, performance bond, payment bond, and proof of insurance). Time is of the essence. If awarded the Contract, Bidder agrees to complete the Work within the time specified in the Invitation For Sealed Bids.
2. **ADDENDA.** Bidder shall insert, in the blank lines below (or additional pages, if needed), each Addenda received by the Bidder, and incorporated herein by reference into this Bid. Bidder hereby acknowledges receipt of the following Addenda (Addendum No. and Date Issued):

<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **BID AMOUNT.**
- 3.1. **Estimated Quantities.** Since the amounts identified in the Bid Spreadsheet (Section 4, below) are estimates for the purpose of comparing bids, the City reserves the right to increase or decrease the

City of Belmont Contract Documents
Project: SHOREWAY SEWER REPLACEMENT PROJECT
City Contract Number 2018-565

quantities to reflect the actual amount of work to be performed by the Contractor in accordance with the requirements of the Contract Documents.

3.2. **Unit Price Bids.** For each bid item identified in the Bid Spreadsheet (Section 4, below), the Bidder shall provide a bid item unit price and a bid item extension (bid item unit price multiplied by bid item estimated quantity equals bid item extension). In case of a math error or ambiguity, bid item unit prices shall prevail over the bid item extensions.

3.3. **Total Bid Amount.** The Bidder shall identify the Total Bid Amount, which shall equal the sum of all bid item extensions. The total bid amount shall include the total of all bid schedules. In case of a math error or ambiguity, bid item extensions shall prevail over the Total Bid Amount. The Total Bid Amount shall be the total dollar amount bid by the Bidder, for the Bidder's performance of all Work in accordance with the Contract Documents (and payment of all Bidder's costs required therefor, whether or not specifically identified herein). The Total Bid Amount may also be referred to in the Contract Documents as the Contract Amount.

3.4. **Alternate Bids.** Since the Bid Spreadsheet (Section 4, below) does not specifically identify alternate bid items, alternate bids proposed by the Bidder shall not be considered by the City.

4. **BID SPREADSHEET.** Bidder hereby offers to provide to the City the Work required by the Contract Documents (as defined in Agreement Section 2), for the amounts quoted in this Bid, as follows.

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Unit Price	Bid Item Extension
1	Mobilization/Demobilization	LS	1	\$	\$
2	SWPPP	LS	1	\$	\$
3	Pedestrian and Traffic Control	LS	1	\$	\$
4	Shoring	LS	1	\$	\$
5	Construction Staking	EA	1	\$	\$
6	18-Inch Sewer	LF	1470	\$	\$
7	Manhole	EA	9	\$	\$
8	10-Inch Sewer from Motel 6 Pump Station	LF	75	\$	\$
9	Extend Existing Laterals	EA	4	\$	\$

City of Belmont Contract Documents
Project: SHOREWAY SEWER REPLACEMENT PROJECT
City Contract Number 2018-565

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Unit Price	Bid Item Extension
10	8-inch Force Main	LS	1	\$	\$
11	Modifications to Existing Motel 6 Pump Station	LS	1	\$	\$
12	Abandon 4-inch Force Main	LS	1	\$	\$
13	Abandon 8-inch Force Main	LS	1	\$	\$
14	Abandon 8-inch Sewer	LS	846	\$	\$
15	Abandon 12-inch Sewer	LF	500	\$	\$
16	Abandon Existing Manhole	EA	2	\$	\$
17	Abandon Existing Lamphole	EA	1	\$	\$
18	Reform Existing Manhole Inverts	EA	3	\$	\$
19	Tree Removal	EA	1	\$	\$
20	Additional Paving	SF	1,500	\$	\$

TOTAL BID AMOUNT (In Numbers): \$ _____

TOTAL BID AMOUNT (In Words): _____

5. **BID SECURITY.** Bidder must attach Bid Security in the amount of ten percent (10%) of the Bid Amount (see Section 7 of the Instructions to Bidders).

6. **LIST OF SUBCONTRACTORS.**

6.1. Bidder will use Subcontractors for the Work:

YES _____ NO _____

6.2. If yes, the Bidder hereby certifies that the following is a list of all subcontractors which the Bidder is required by law to name in its bids. Generally, bidders are required to identify each subcontractor performing more than one half of one percent of the work. However, more particular requirements are contained in the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100 *et seq.* (the "Subcontracting Act"), summarized in Section 6 of the Instructions to Bidders.

6.3. Bidders are reminded of the severe penalties imposed by the Subcontracting Act for a failure to list all required subcontractors (Work Activity, Name, and Address) on this sheet. Bids will not be found non-responsive for omission (at time of bid) of additional information regarding estimated dollar amount of subcontracted work or subcontractor license number. However, bidders shall submit all information required by this sheet by no later than 24 hours after written request by the City.

6.4. ALL BIDDERS ARE HEREBY NOTIFIED THAT: the successful bidder will be required to perform not less than ***fifteen*** percent (**15%**) of the Work with the successful bidder's own organization. A failure of the Bid to establish compliance with this requirement may render the bid non-responsive, or it may result in a determination of bidder non-responsibility based on a failure to demonstrate adequate resources available to perform the Work.

Subcontracted work activity	Subcontractor name including address (City and State)	Est. \$ amt. of subcontracted work	Subcontractor license no.
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

NOTE: Provide additional sheets if required. (copy of this sheet is acceptable)

7. REPRESENTATIONS OF BIDDER.

7.1. By submitting this Bid, Bidder declares under penalty of perjury the following representations are true and correct:

- 7.1.1. Bidder has read and understands all requirements of the Contract Documents, and this Bid is made in accordance with those requirements. The Contract Documents are more particularly defined in the Agreement, and generally include: all Bidding Documents (including the Invitation For Sealed Bids, these Instructions to Bidders, Supplemental Instructions to Bidders, Addenda [if any], and Bid Forms), the Agreement, the Specifications (including the General Conditions, Special Provisions, the, and the Technical Specifications), the Exhibits (including bonds), and the Drawings (also defined as “Plans”).
- 7.1.2. Any questions by the Bidder regarding the meaning of any part of the Contract Documents have been submitted, in writing, by the Bidder to the City, in accordance with Section 2 of the Instructions to Bidders.
- 7.1.3. Bidder has visited and examined the Project site of the proposed work, and Bidder is familiar with all the conditions related to the proposed work, including the availability of labor, materials (including transportation, handling, delivery, and storage), equipment, and utilities (including water and electricity), and is familiar with local conditions (including weather, road access and truck routes, and surface and subsurface conditions) as related to requirements of the Contract Documents.
- 7.1.4. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 7.1.5. The Contract Time, as specified in the Invitation For Sealed Bids, is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.
- 7.1.6. Bidder has the expertise and financial capacity to perform and complete all obligations required by the Contract Documents.
- 7.1.7. Bidder is aware of and, if awarded the Contract, will comply with applicable legal requirements, including all City Regulations (including payment of City business license tax) in its performance of the Work.
- 7.1.8. The Bidder shall comply with the requirements of the Labor Code, including Sections 1770 *et seq.*, and the Bidder shall comply with the General Prevailing Wage Determination Made by the Director of Industrial Relations that is in effect on the date of the Invitation for Sealed Bids. The prevailing wage rate schedule is on file with the Engineer and will be made available for review upon request.
- 7.1.9. Bidder certifies that, for the excavation of any trench of a depth of five feet or more, its bid includes the cost for adequate sheeting, shoring, and bracing or equivalent method (including costs of design), for the protection of life or limb, which shall conform to applicable safety orders, in accordance with Labor Code Sections 6705 and 6707.

7.2. In accordance with Business and Professions Code Section 7028.15, Bidder certifies, under penalty of perjury, that the information contained in this subsection 7.2, below, is true and correct.

Any bidder who is not licensed in accordance with the Business and Professions Code, and in

City of Belmont Contract Documents
Project: SHOREWAY SEWER REPLACEMENT PROJECT
City Contract Number 2018-565

accordance with the Invitation For Sealed Bids, shall be considered non-responsive and shall be rejected by the City.

7.2.1. State Contractor's License No. and Class _____.

7.2.2. Original date license issued, and License expiration date _____.

7.3. As required by Government Code Section 4552, in submitting a Bid to the City, Bidder offers and agrees that, if the Bid is accepted, it will assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C., Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Bidder for the sale to City pursuant to the Bid. Such assignment shall be made and become effective at the time City tenders final payment to Bidder.

7.4. Bidder acknowledges that, unless the bidder submits a request for substitution of "equal" materials in accordance with the requirements of the Agreement, and unless the City approves the substitution in accordance with the requirements of the Contract Documents, the Contractor shall furnish and install the specified material for the Bid Amount.

IN WITNESS WHEREOF, the individuals signing this Bid represent and warrant that they have the right, power, legal capacity, and authority to sign this Bid on behalf of the Bidder, and have caused this Bid to be executed by setting hereto their names, titles, and signatures at _____ County, in the State of _____.

BIDDER:

(Signature)

(Date)

(Name and Title of Signatories)

(Legal Name of Bidder, including type of organization, e.g., corp. or partnership)

(Bidder's Street and Mailing Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____ and proposed subcontractor hereby certifies that it has _____, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that where required, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contract and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and the subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60.1.7(b)(1) prevents the award of contract or subcontracts unless such Contractor submits a reporting covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Certification is part of this Proposal. Signing this Proposal on the signature portion thereof shall also constitute an endorsement and execution of the certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION DECLARATION
(Title 23 United States Code Section 112
and Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

BIDDER:

(Signature)

(Date)

(Printed or Typed Name and Title of Signatories)

(Legal Name of Bidder)

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

The above Certification is part of this Proposal. Signing this Proposal on the signature portion thereof shall also constitute an endorsement and execution of the certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BIDDER'S STATEMENT OF RESPONSIBILITY

(Must be executed by Bidder
and submitted with Bid)

1. **SCOPE OF THIS STATEMENT OF RESPONSIBILITY.** In order to allow the City to make a determination of the Bidder's responsibility, the Bidder shall provide the information required herein as a part of its Bid.
 - 1.1. **City's Right to Use the Bidder's Statement of Responsibility.** The City shall use the information required by this Statement of Responsibility for the sole purpose of determining the Bidder's "responsibility." While the City conducts its deliberative process to determine whether a bidder is "responsible," the City will not disclose "confidential" information (as identified by the Bidder pursuant to paragraph 1(b), below) unless otherwise compelled by a court order. However, if there is a challenge regarding the City's determination of whether a Bidder is "responsible," the City shall have the right to use any and all information contained herein in support of the City's determination, and the Bidder waives any claim against the City for the City's use of information for this intended purpose.
 - 1.2. **Bidder's Obligation to Identify Confidential Information.** If a Bidder believes that any portion of this Statement of Responsibility is "confidential" and not legally subject to public disclosure in accordance with the requirements of the California Public Records Act (Government Code Sections 6250, *et seq*), the Bidder shall: (1) clearly mark the relevant portions of the Statement of Responsibility as "Confidential"; and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Bidder shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the Statement of Responsibility; and (4) if the Bidder fails to identify information as "Confidential," or if the Bidder fails to defend and indemnify the City regarding any claim by any third party for the public disclosure of a "Confidential" portion of the Statement of Responsibility, the Bidder shall hold the City harmless and waive any claim against the City for any damages allegedly related to any public disclosure of any portion of the Statement of Responsibility.
 - 1.3. **Additional Pages.** If additional pages are required to respond to any of the questions set forth in this Statement of Responsibility, the Bidder shall describe and list the additional pages in Section 13, below.
2. **EXPERIENCE**
 - 2.1. How many years has the Bidder been performing work as a contractor under the present business name?
 - 2.2. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 13 below).
3. **CURRENT WORK IN PROGRESS**
 - 3.1. For how many construction projects is the Bidder under contract to perform (which are currently under construction)? _____
 - 3.2. What is the total dollar amount of the construction contracts listed in Subsection 3.1? _____
 - 3.3. What is the total bonding capacity of the Bidder? _____
 - 3.4. How many construction contracts listed in 3.1 are:
 - 3.4.1. in an amount of 50% or less of the Total Bid Amount? _____
 - 3.4.2. in an amount between 50% and 100% of the Total Bid Amount? _____
 - 3.4.3. in an amount between 100% and 150% of the Total Bid Amount? _____
 - 3.4.4. in an amount over 150% of the Total Bid Amount? _____

City of Belmont Contract Documents
Project: SHOREWAY SEWER REPLACEMENT PROJECT
City Contract Number 2018-565

3.5. List the name of the project (with Contract Amount and Anticipated Completion Date), the name of the City/Client entity, and a City/Client contact person (with name and telephone number), for three current active projects referred to in Section 3.4:

3.5.1. Project Name _____

Contract Amount _____

Anticipated Completion Date _____

City/Client Entity _____

City/Client Contact _____

(Name and Phone) _____

3.5.2. Project Name _____

Contract Amount _____

Anticipated Completion Date _____

City/Client Entity _____

City/Client Contact _____

(Name and Phone) _____

3.5.3. Project Name _____

Contract Amount _____

Anticipated Completion Date _____

City/Client Entity _____

City/Client Contact _____

(Name and Phone) _____

4. COMPLETED WORK

Provide the requested information set forth below for the: (1) three most recent projects completed of a similar character to this Project (performed as a general contractor); and (2) three most recent public works projects completed (performed as a general contractor).

4.1. Three most recent projects completed of a similar character to this Project:

4.1.1. Project Name: _____

Project Description: _____

Contract Amount _____

Date Completed: _____

Owner: _____

Contact Person: _____

City of Belmont Contract Documents
Project: SHOREWAY SEWER REPLACEMENT PROJECT
City Contract Number 2018-565

Contact Person's Phone Number: _____

4.1.2. Project Name _____

Project Description _____

Contract Amount: _____

Date Completed: _____

Owner: _____

Contact Person: _____

Contact Person's Phone Number: _____

4.1.3. Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Owner: _____

Contact Person: _____

Contact Person's Phone Number: _____

4.2. Three most recent public works project (City, State, County) completed:

4.2.1. Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

4.2.2. Project Name: _____

Project Description: _____

City of Belmont Contract Documents
Project: SHOREWAY SEWER REPLACEMENT PROJECT
City Contract Number 2018-565

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

4.2.3. Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

5. CLAIMS HISTORY

5.1. Has any claim been made against your company in the past five years, which has resulted in arbitration or litigation? _____

5.2. Has your company made any claim against any City or client in the past five years, which has resulted in arbitration or litigation? _____

5.3. If you answered "yes" to subsections 5.1 or 5.2 above, describe the claim(s) using the format below: (use additional sheets if necessary).

5.3.1. Project Name _____

Claim Amount _____

Other Party Entity Name _____

Other Party Contact _____
(Name and Phone) _____

6. Describe the claim(s) on a separate sheet (see Section 13, below).

7. CONTRACT TERMINATION

City of Belmont Contract Documents

Project: SHOREWAY SEWER REPLACEMENT PROJECT

City Contract Number 2018-565

7.1. Has your company ever been terminated by a City or client, or rejected from bidding on a public works project in the last five (5) years? _____. If yes, identify each and provide an explanation below:

7.2. Project Name _____

City/Client Entity Name _____

City/Client Contact
(Name and Phone) _____

Date of Termination/Rejection _____

Explanation _____

8. If more than one (1), describe on additional sheet (see Section 13, below).

9. COMPLETION BY SURETY

9.1. Has your company ever failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? _____. If yes, provide an explanation below:

9.2. Project Name _____

Surety Contact
(Name and Phone) _____

Date Surety Took Over _____

Explanation _____

10. If more than one (1), describe on additional sheet (see Section 13, below).

11. STORM WATER BEST MANAGEMENT PRACTICES

11.1. Has bidder violated the Storm Water Best Management Practices for illegal or improper discharge(s) into storm drain systems two (2) or more times within the past five (5) years?

☐ Yes

☐ No

Note: This question refers to your firm's violation of sewer overflow to the storm drain system that was required to be reported to the State Water Board.

12. SEWER AND WATER CROSS-CONTAMINATION

12.1. Has work performed by the bidder resulted in cross-contamination with water and sewer facilities within the past five (5) years?

☐ Yes

☐ No

13. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) COMPLIANCE

13.1. Has the federal Occupational Safety and Health Administration cited and assess penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

- ☐ Yes
☐ No

If "Yes", attach a separate signed page describing the citations, including information about the dates of the citation(s), the nature of the violation, the project on which the citation(s) was/were issued, the amount of penalty paid, if any. If the citation(s) was/were appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

14. PUBLIC WORKS CONTRACTS

14.1. In the last five (5) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

- ☐ Yes
☐ No

If "Yes", explain on a separate signed page. Identify the year of the event, the owner of the project and the basis for the finding by the public agency.

15. ADDITIONAL DOCUMENTS

In order to allow the City to make a determination of the Bidder's responsibility, the Bidder may be required to submit additional documents.

16. ADDITIONAL PAGES

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements. The following descriptions include the general nature of the additional information. If no additional pages are submitted, write "None" on the blank line.

17. Qualifying Experience

The Contractor must have successfully completed at least two (2) utility projects that required shored excavations within Bay Mud material with minimum excavation depths of 10 feet, in the US within the past five (5) years. Contractor shall submit the following minimum information for at least two (2) projects performed by the contractor/subcontractor performing all shoring and excavation work on the Shoreway Sewer Replacement Project.

City of Belmont Contract Documents

Project: SHOREWAY SEWER REPLACEMENT PROJECT

City Contract Number 2018-565

Any failure to submit and meet these minimum experience qualifications with the bid will render the bid non responsive.

Projects submitted for qualification which were not performed under the contractor's or subcontractor's license used to bid will not be considered.

This information shall be submitted with the Contractor's Bid:

17.1. Two most recent projects completed of a similar character to this Project that included shored excavations in Bay Mud material deeper than 10 feet:

17.1.1. Project Name: _____

Project Owner, Contact Person, Address, and Phone Number _____

Project Location _____

Date Completed: _____

Description of Utility Work: _____

Depth of Excavation and Description of Soil Material: _____

17.1.2. Project Name: _____

Project Owner, Contact Person, Address, and Phone Number _____

Project Location _____

Date Completed: _____

Description of Utility Work: _____

Depth of Excavation and Description of Soil Material: _____

18. PENALTY OF PERJURY

Bidder hereby declares and certifies under penalty of perjury under the laws of the State of California that the information contained herein is true, correct, and complete.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles and signatures.

BIDDER: _____

City of Belmont Contract Documents
Project: SHOREWAY SEWER REPLACEMENT PROJECT
City Contract Number 2018-565

(Signature)

(Date)

(Printed or Typed Name and Title of Signatories)

(Legal Name of Bidder)

BID BOND

Bond No. _____

WHEREAS, _____ (“Principal”) submitted a Bid to the City of Belmont (“City”) for the Project identified on this Bond, and the terms of the Bid require the Principal to submit bidder’s security.

NOW, THEREFORE, Principal and _____ (“Surety”), are hereby held and firmly bound unto the City in the amount of ten percent (10%) of the Bid Amount set forth in the Principal’s Bid (the terms and conditions of which are incorporated herein by reference) for the above referenced Project, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal’s Bid is rejected by the City, or if Principal’s Bid is accepted by the City and the Principal properly executes and submits to the City the Agreement and all required documents (including the Faithful Performance Bond, the Labor and Material Bond, and the proof of insurance), then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by an agreement between the City and the Principal to extend the time within which the City may accept the Principal’s Bid, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys’ fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal

Surety

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____
Address for Notices to Surety: _____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY’S POWER OF ATTORNEY MUST BE ATTACHED.